

- 4.1.3 the conditions pursuant to which the Registrar must transfer; and
- 4.1.4 the conditions pursuant to which the Registrar does not have to transfer.

4.2 In the event that:

- 4.2.1 the Registrar is no longer a registrar; or
- 4.2.2 the Registrar's auDA Accreditation is suspended or terminated; or

4.2.3 the Registrar Agreement is terminated by auDA, the Registrant is responsible for transferring the registered Domain Name to a new registrar in accordance with the Published Policies within 30 days of written notice being provided to the Registrant by auDA.

4.3 In the event that the Registrar Agreement between auDA and the Registrar is terminated, the Registrar must not charge the Registrant any fee for the transfer of the registered Domain Name to another registrar.

5. REGISTRAR'S OTHER OBLIGATIONS

5.1 The Registrar must immediately give written notice to the Registrant if:

- 5.1.1 the Registrar is no longer a registrar; or
- 5.1.2 the Registrar's auDA Accreditation is suspended or terminated; or
- 5.1.3 the Registrar Agreement is terminated by auDA.

5.2 auDA may post notice of:

- 5.2.1 the fact that the Registrar is no longer a registrar;
- 5.2.2 the suspension or termination of a Registrar's auDA Accreditation; or
- 5.2.3 the termination of the Registrar Agreement between auDA and the Registrar on its web site and may, if it considers appropriate, give such notice to the Registrant.

6. REGISTRANT'S OTHER OBLIGATIONS

6.1 Throughout the Term of the Registrant Agreement, the Registrant must:

- 6.1.1 comply with the Published Policies;
- 6.1.2 give notice to the Registry Operator, through the Registrar, of any

change to any information in the Registrant Data.

6.2 The Registrant must not, directly or indirectly, through registration or use of its Domain Name or otherwise:

6.2.1 register a Domain Name for the purpose of selling it;

6.2.2 register a Domain Name for the purpose of diverting trade from another business or web site;

6.2.3 deliberately register misspellings of another entity's company or brand name in order to trade on the reputation of another entity's goodwill; and

6.2.4 register a Domain Name and then passively hold a Domain Name License for the purpose of preventing another registrant from registering it.

6.3 The Registrant must not in any way:

6.3.1 transfer or purport to transfer a proprietary right in any domain name registration;

6.3.2 grant or purport to grant a registered domain name as security; or

6.3.3 encumber or purport to encumber a domain name registration.

7. DISPUTE RESOLUTION

7.1 auDA currently has in place a dispute resolution policy called auDRP (the .au Dispute Resolution Policy) which applies in the event of disputes between a registrar and a registrant, or between a registrant and a third party, in relation to entitlements to domain names in .au. The auDRP binds the Registrar and the Registrant as if it were incorporated in the Registrant Agreement.

7.2 The Registrant acknowledges that auDA may develop and implement other dispute resolution policies which are accessible by the Registrant as an alternative and further to any complaints handling procedure prescribed by the Registrar. Such policies bind the Registrar and the Registrant as if they were incorporated in the Registrant Agreement.

8. REGISTRANT WARRANTIES

8.1 The Registrant warrants that it meets, and continues to meet, the eligibility criteria prescribed in auDA's Published Policies for registering a Domain Name. In the event that the Registrant ceases to meet such eligibility criteria, the Domain Name License may be terminated by either the Registrar or auDA.

8.2 The Registrant warrants that it has not previously submitted a domain name which is the same as the Domain Name for registration with another registrar where:

8.2.1 the Registrant is relying upon the same eligibility criteria for both domain names; and

8.2.2 the Domain Name has previously been rejected by the other registrar.

9. LIABILITIES

9.1 The Registrant must not pursue any claim against auDA, and auDA is not liable for any direct, indirect, special, punitive, exemplary or consequential damages, including but not limited to damages resulting from loss of use, lost profits, lost business revenue or third party damages arising from any breach by the Registrar of its obligations under the Registrant Agreement or the Registrar Agreement between auDA and the Registrar.

9.2 The Registrant acknowledges and agrees that if the Registrar has any outstanding fees owing to auDA, entitling auDA to terminate the Registrar Agreement between auDA and the Registrar, auDA may in its sole discretion terminate the Registrar Agreement.

9.4 Notwithstanding any other provision of this document and to the fullest extent permitted by law, auDA will not be liable to the Registrant for consequential, indirect or special losses or damages of any kind (including, without limitation, loss of profit, loss or corruption of data, business interruption or indirect costs) suffered by the Registrant as a result of any act or omission whatsoever of auDA, its employees, agents or subcontractors.

9.5 Nothing in this document is intended to exclude the operation of *Trade Practices Act 1974*.

10. WARRANTY STATEMENT

In addition to any other warranties set forth in this Agreement, Registrant (a) represents and warrants that all information provided to Registrar, and all supporting documents provided to Registrar, are true, accurate and complete, (b) authorizes Registrar to contact third parties, investigate, request and obtain additional information and documentation and otherwise verify the information contained in its Domain Name Application, (c) waives any and all liability on the part of the Registrar for any and all actions taken by Registrar in verifying the information provided in Registrant's Domain Name Application, (d) waives any and all liability on the part of the Registrar related to or arising from the acceptance or rejection of Registrant's Domain Name Application on the basis of any false or misleading information contained in any such application, (e) acknowledges that if its Domain Name Application is accepted on the basis of any false or misleading information contained therein that auDA reserves the right to cancel any such Domain Name License at any time in its sole discretion, and (f) acknowledges that

its entitlement to the Domain Name may be challenged by a third party with legitimate rights in and to such Domain Name.

SCHEDULE C TO NETWORK SOLUTIONS SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO SERVICES IN CONNECTION WITH .BIZ TLD.

In addition to the terms set forth in Schedule A, the following terms shall apply to .biz domain names.

1. Additional Representations and Warranties. If you are applying for the registration of a domain name in the .biz top-level domain ("TLD"), you also represent and warrant that: (i) the domain name will be used primarily for bona fide business or commercial purposes and not (a) exclusively for personal use or (b) solely for the purposes of selling, trading or leasing the domain name for compensation, or the unsolicited offering to sell, trade or lease the domain name for compensation; and (ii) the domain name is reasonably related to your business or intended commercial purpose at the time of registration.

2. Acknowledgment of Dispute Policies and Rules. The registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

(i) The Uniform Domain Name Dispute Policy, available at
<http://www.icann.org/udrp/udrp.htm>;

(ii) The Start-up Trademark Opposition Policy ("STOP"), available at
<http://www.neulevel.com/countdown/stop.html>;

(iii) The Restrictions Dispute Resolution Criteria and Rules, available at
<http://www.neulevel.com/countdown/rdrp.html>.

If at the time of your application for services in the .biz TLD, any of the above policies or rules (collectively ".biz Policies") have not yet been approved by ICANN (which may mean the .biz Policies are not available for viewing via live hyperlinks above), you agree to be bound by the terms of such .biz Policies upon such approval and in the final form approved by ICANN, as posted on our Web site or the ICANN Web site (located at www.icann.org). You agree that, by maintaining the services provided hereunder (which may include registration of a domain name) after such posting of any of the ICANN approved .biz Policies, you have agreed to the terms and conditions of the same. You acknowledge that if you do not agree to the .biz Policies, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

3. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .biz registry. We cannot control and will not be responsible for the actions or inactions of such third parties. For example, the .biz registry has reserved the right to deny, cancel or transfer any domain name registration under certain circumstances. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .biz registry.

4. Multiple Phases of Services. Your application or registration (whether successful or not) for any .biz registry or .biz TLD services hereunder does not guarantee, and we do not promise, that you will be approved or eligible for any other services available or that may become available through us or any third party. For example, certain services in the .biz TLD are provided in sequential phases, and participation in one phase, does not automatically qualify you for participation in other phases, and any further participation is not automatic. The .biz registry, and not Network Solutions, determines the dates and times associated with the various service phases available in the .biz TLD. You agree to review and become familiar with the information available on our Web site and on the .biz Web site concerning the various phases and descriptions of services available in connection with .biz TLD, and to regularly check for modifications and/or updates to such information, as the same may change from time to time. You agree that you are solely responsible for applying and/or registering for the service phases you desire to participate in. Additionally, you acknowledge and agree that submission of an application for domain name registration or any other services, does not guarantee that you will ultimately be the registrant for a particular domain name, even if you participated in some other service associated with the domain name, such as an intellectual property notification service or similar service.

5. Additional Acknowledgments Concerning Customer Information. You also acknowledge and agree that Network Solutions will share with the .biz registry certain information submitted by you in your application(s) for our services, as required by our agreement(s) with the .biz registry or to provide the services you have applied for. You acknowledge and agree that any information we share with the .biz registry may be used by them to fulfill the .biz registry's service obligations to us or any third party. You hereby grant us and the .biz registry a limited, royalty-free, non-exclusive worldwide license to use all of the data contained in a Trademark

6. Disclaimer Concerning Intellectual Property Notification Service. Your participation in an intellectual property notification service or similar service DOES NOT PROVIDE YOU WITH ANY INTELLECTUAL PROPERTY PROTECTIONS OR REGISTRATIONS, NOR DOES IT PROVIDE YOU WITH ANY RIGHTS TO ANY PARTICULAR DOMAIN NAME REGISTRATION. THIS IS A NOTIFICATION SERVICE ONLY. EVEN IF YOU PARTICIPATE IN THIS SERVICE, YOU MUST STILL SUBMIT AN APPLICATION FOR DOMAIN NAME REGISTRATION SERVICES TO BE ELIGIBLE TO BECOME THE REGISTRANT FOR THE DESIRED DOMAIN NAME(S).

7. Survival of Terms. You agree that the indemnity provisions set forth in this Schedule shall survive any termination of the Agreement.

8. Terms of Use for IP Claim Service. The following additional terms apply specifically to the Intellectual Property Claim Service (in this Section 8 of this Schedule, the "Claim Service") made available in the .biz TLD. For purposes of this Section 8, "Owner" shall mean the owner of a registered or common law trademark or service mark and "Agent" shall mean the duly authorized agent of an Owner (collectively "You"), and "Registrar" shall mean Network Solutions. These Terms of Use will continue to apply to all past use of the Claim Service by You, even if You are no longer using the Claim Service. You acknowledge and agree that Registrar may terminate or block Your use of all or part of the Claim Service without prior notice for any reason, including, without limitation, if Registrar believes You have engaged in conduct prohibited by these Terms of Use.

(a). The Claim Service. Registrar provides the Claim Service to holders of both registered and common law trademarks or service marks (collectively "Trademarks"). During the domain name application process, applicants for a .biz domain name ("Applicants") will be notified of an Owner's alleged intellectual property rights in a Trademark if the domain name contained in the domain name application is an exact match of the Trademark identified in an IP Claim (as defined below) submitted by Owner. You may review frequently asked questions regarding the Claim Service by reviewing our FAQs.

(b). License to Use Data / Privacy. By submitting an IP Claim, You hereby grant Registrar, as well as any of its agents or subcontractors, and the .biz registry, a limited, royalty-free, non-exclusive worldwide license to use all of the data contained in the IP Claim solely for the purposes of implementing the Claim Service, processing Your IP Claim, notifying Applicants of Your IP Claim, and for notifying You of changes to the Claim Service, and for archival purposes.

(c). The IP Claim Process. In order to submit a claim with respect to a Trademark or Trademarks ("IP Claim") through the Claim Service, You must complete an IP Claim form for each Trademark. For each IP Claim, You must submit complete contact information, representative contact information and notification details, and the details regarding the Trademark. You may specify in the representative field that an Agent may receive legal correspondence regarding the IP Claim. Once You have submitted an IP Claim, you will receive a confirmation email and a claim number. You must retain the claim number for each IP Claim You submit. Registrar will accept IP Claims until July 9, 2001, or such later date as it may determine in its sole discretion ("Close of Phase I") and no IP Claims will be accepted after that date. From the Close of Phase I until September 25, 2001 ("Phase 2"), or such other later date as Registrar may choose, in its sole discretion, the domain name applications from ICANN-approved registrars ("Applications") will be compared with the database of IP Claims processed through the Claim Service ("IP Claim Database"). For each exact match between an IP Claim in the IP Claim Database and a domain name application, the Registry Operator for .Biz ("Registry Operator") will notify the Applicant that a third party or third parties have submitted an IP Claim for the exact Trademark. The email notification to the Applicant will include,

among other things, the information provided by Owner in the IP Claim, instructions on how to proceed with the registration process, and that if selected during the randomized name selection phase ("Name Selection Phase"), the domain name will be placed on a temporary thirty (30) day hold when the Registry goes "live." The Applicant will have the option to proceed with the Application or cancel the Application. If the Applicant does not respond to the email notification, or elects to cancel the Application, the Applicant's domain name application will not be processed during the Name Selection Phase. If the Applicant chooses to proceed with the registration process and the name is selected during the Name Selection Phase, that domain name automatically will be placed on a thirty (30) day "hold period" when the name is registered. After Name Selection, the Owner will be notified by Registry Operator if an Applicant has successfully registered the domain name. The Owner will then have the option of contacting the Applicant and finding a solution or using the guidelines set forth by a special dispute resolution process called the Start-up Trademark Opposition Policy ("STOP") (formerly referred to as the Start-up Dispute Resolution Policy or "SUDRP") (information available at <http://www.namelevel.com/countdown/stop.html>), or the Uniform Domain-Name Dispute Resolution Procedures ("UDRP") (information is available at <http://www.icann.org/udrp/udrp-policy-24oct99.htm>). You will not be notified if there are no Applications that exactly match an IP Claim You submitted in the IP Claim Database.

USE OF THE SERVICE DOES NOT GUARANTEE THAT AN OWNER WILL BE AWARDED THE .BIZ EXTENSION FOR ITS TRADEMARK. AN OWNER THAT WISHES TO OBTAIN A .BIZ EXTENSION FOR ITS TRADEMARK MUST FILE A DOMAIN NAME APPLICATION. DOMAIN NAME APPLICANTS WILL ONLY BE NOTIFIED OF APPLICATIONS THAT ARE EXACT MATCHES WITH A TRADEMARK IDENTIFIED IN AN IP CLAIM FORM. REGISTRAR WILL NOT VERIFY WHETHER A TRADEMARK CLAIMED ON AN IP CLAIM FORM CORRESPONDS WITH AN ACTUAL, LEGAL OR VALID TRADEMARK, NOR WILL REGISTRAR PROVIDE ANY LEGAL OVERSIGHT OR ADJUDICATION FOR ANY DISPUTED INTELLECTUAL PROPERTY IMPLICATED BY THE SERVICE.

(d). Conduct. You agree to be bound by the applicable provisions of the Network Solutions Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Schedule.

(e) Fees. As consideration for the Claim Service, Registrar, or its agents or subcontractors may require you to submit and pay for each IP Claim individually or it may allow you store up a certain number of IP Claims before submitting them for processing. Once you have stored that number of IP Claims, you may not be able to store any additional IP Claims and may need to submit them for processing and pay the applicable fee before obtaining additional storage space. No refunds are permitted.

(f). Links. Some links on the Claim Service lead to sites posted by independent site owners. Because Registrar has no control over these sites, it cannot be responsible for

such sites' accessibility via the Internet and does not endorse products, services, or information provided by such sites. As such, Registrar shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with, use or reliance on any content, goods or services available on or through any other site. Further, the inclusion of these links does not imply that the other sites have given permission for inclusion of these links, or that there is any relationship between Registrar and the linked sites.

(g). Modifications to the Claim Service. Registrar reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Claim Service (or any part thereof) with or without notice. You agree that will not be liable to You or to any third party for any modification, suspension, or discontinuation of the Claim Services.

(h). Third Party Beneficiary. Registry Operator ("NeuLevel") is an intended third party beneficiary of these Term and Conditions with rights to enforce these Terms of Use. You will cooperate in good faith with NeuLevel or Registrar in investigating instances of non-compliance with these Terms of Use, if NeuLevel or Registrar believes in good faith that you are not in compliance with these Terms of Use.

(i). You agree that Registrar and Registry Operator are not responsible for checking, verifying or editing message content or completeness, or for detecting errors or anomalies, or for recreating or re-transmitting data.

SCHEDULE D TO NETWORK SOLUTIONS SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO SERVICES IN CONNECTION WITH .INFO TLD.

In addition to the terms set forth in Schedule A above, the following terms shall apply to .info domain names.

1. Additional Provisions. You acknowledge and agree to the following: (i) you acknowledge and agree that Network Solutions will share with the .info registry certain information submitted by you in your application(s) for our services, and you consent to the use, copying, distribution, publication, modification and other processing of your personal data by the .info registry and its designees and agents in connection with the .info registry's service obligations to us or third parties, or as otherwise deemed necessary by the .info registry; (ii) you agree to submit to proceedings commenced under the Uniform Domain Name Dispute Resolution Policy ("UDRP") and the Sunrise Dispute Resolution Policy ("SDRP") (available at <http://www.afilias.info/faq/sunrise-challenge.html>), as these may be modified from time to time; (iii) you agree to immediately correct and update the registration information for any domain name registered hereunder during the registration term for such registered domain name; and (iv) you acknowledge that the .info registry will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or inability of a

registrant to obtain a registered domain name during these periods, and (b) the results of any dispute over a "Sunrise Registration."

If at the time of your application for services in the .info TLD, the SDRP has not yet been approved by ICANN (which may mean the SDRP is not available for viewing via live hyperlink above), you agree to be bound by the terms of the SDRP upon such approval and in the final form approved by ICANN, as posted on our Web site or the ICANN Web site (located at <http://www.icann.org>). You agree that, by maintaining the services provided hereunder after such posting of any of the ICANN approved SDRP, you have agreed to the terms and conditions of the same. You acknowledge that if you do not agree to the SDRP, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

2. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .info registry. We cannot control and will not be responsible for the actions or inactions of such third parties. For example, the .info registry has reserved the right to refuse or cancel any Sunrise Registration at any time and to request additional information relating to a Sunrise Registration. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .info registry.

3. No Guarantee on Registration. The .info registry, and not Network Solutions, determines the dates and times associated with the various service periods available in the .info TLD. You agree to review and become familiar with the information available on our Web site and on the .info Web site concerning the various periods and descriptions of services available in connection with .info TLD, and to regularly check for modifications and/or updates to such information, as the same may change from time to time. You agree that you are solely responsible for applying and/or registering for the service periods you desire to participate in. You acknowledge and agree that submission of an application for domain name registration or any other services (regardless of when submitted), does not guarantee that you will ultimately be the registrant for a particular domain name.

4. Disclaimer Concerning Intellectual Property Protection. Your application for a Sunrise Registration DOES NOT PROVIDE YOU WITH ANY INTELLECTUAL PROPERTY PROTECTIONS OR REGISTRATIONS.

SCHEDULE E TO NETWORK SOLUTIONS SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO SERVICES IN THE .EU TLD

In addition to the terms set forth in Schedule A above, the following terms shall apply to .EU domain names.

1. Eligibility Requirements. You represent and warrant that every registration you are applying for in the .EU top-level domain ("TLD") satisfies the eligibility requirements ("Eligibility Requirements") established by .EU TLD administrator, European Registry for Internet Domain Names vzw/asbl (".EU Registry"), which are available at the following URL: <http://www.curid.eu/en/general/howToGetEuDomainName>.

2. Nexus Requirements/Certification. You certify that you have and shall continue to have a lawful bona fide European Union nexus, as required by .EU Registry, and that you meet at least one of the .EU nexus requirements (".EU Nexus Requirements") set forth below (and as represented by you in the pre-registration application information provided by you to Network Solutions). You must be (and you certify that you are) either: a) an undertaking having their registered office, central administration or principal place of business within the European Community; b) an organization established anywhere within the European Community; or c) a natural person resident within the European Community.

3. Your Obligation to Satisfy Nexus Requirement. You acknowledge and agree that it is your responsibility, through the registration process (and, if applicable, as required during your registration term), to provide the information necessary to satisfy the .EU Nexus Requirements, and that a failure by you to satisfy the .EU Nexus Requirements may result in, among other things, (i) the domain name pre-registration application(s) being rejected by Network Solutions and/or the .EU Registry, (ii) the domain name(s) being placed on "hold" by Network Solutions and/or the .EU Registry, and/or (iii) the domain name(s) being deleted by Network Solutions and/or the .EU Registry. Neither Network Solutions nor the .EU Registry (nor any other entity or person) shall be liable to you for any actions or inactions of any of them resulting from your failure to provide all required .EU Nexus Requirements information at the time of pre-registration (or, where applicable, during your registration term), and none of them shall have any obligation to request or attempt to obtain from you additional information to establish your compliance with the .EU Nexus Requirements, even if the need for such information is known by any of them.

4. Pre-Registration. When you submit a .EU pre-registration request, you are authorizing us to attempt to obtain a domain name in the .EU TLD (as described on our Web site and herein) for you if and when .EU Registry launches its sunrise and open-registration period (the "go-live date"). On the go-live date, Network Solutions will submit all pre-registration requests during the sunrise and open registration period and the .EU Registry will review all proposed registration requests on a first come, first serve basis.

5. Third Party Rights. By submitting your pre-registration or other registration request, you certify that your request is made in good faith and does not infringe any rights of a third party.

6. Phase One and Two Requirements. By submitting a pre-registration request for Phase One or Phase Two of the .EU Registry's sunrise periods you certify that you have a prior

right or are a public body as defined by EC No. 874/2004 Article 10(1) (April 28, 2004). You also agree to submit the necessary verifiable documentation required by .EU Registry in order to demonstrate that you are a public body or have a prior right. You acknowledge that .EU Registry, or its designee, shall decide at its own discretion whether any documentation you may submit verifies your right to register a domain name(s).

7. Charges. By submitting your .EU pre-registration request, you authorize us to charge you for any proposed registrations we undertake on your behalf that are submitted to .EU Registry. You will be charged during the sunrise or open registration period when .EU Registry is reviewing your proposed registration prior to their final approval. Proposed sunrise registration requests that are rejected by .EU Registry will still be charged an administrative fee that will not be refunded to you. Sunrise fees, registration fees and other applicable fees may also apply and be charged to your credit card after the sunrise period begins if your proposed registration is accepted and processed by EU Registry. Upon .EU Registry's acceptance of a proposed registration request for a domain name(s), the full registration fee will automatically be charged to the credit card that you used for placing your pre-registration request. Successful .EU registration requests will be subject to the terms of the Agreement, including this Schedule.

8. Ban on and Revocation of Certain Domain Names. You agree that .EU Registry has identified certain domain names that can not be registered during the sunrise and open registration process. You further accept that .EU Registry and Network Solutions reserves the right to deny pre-registration requests that .EU Registry or an EU Member State considers to be defamatory, racist, or contrary to public policy. You understand that .EU Registry may also revoke a domain name at its own initiative for a variety of reasons including but not limited to nonpayment of fees or failure to meet .EU Nexus Requirements.

9. Your Other Obligations. You agree to accept the terms of the .EU Registry's agreement with Network Solutions. You acknowledge that the .EU Registry's terms and conditions related to the sunrise and open registration period as well as its fees have not been determined by .EU Registry. You agree that when the .EU Registry establishes its terms and conditions for the sunrise and open registration period you will be bound by and will abide by those terms and conditions. If you do not agree to any of the terms and conditions that are established by the .EU Registry, you may expressly terminate this Agreement.

10. Contact Information Requirements. You agree to keep all contact information contained related to your pre-registration request for a domain name(s) current so that we can contact you for any reason or so the EU Registry's can contact you for any reason, including, but not limited to, any participation in a validation process for a domain name(s) during the sunrise or open registration period. We take no responsibility in providing the .EU Registry with any e-mail address other than what you provide in your pre-registration request. It is your obligation to keep all contact information, including all e-mail addresses, related to your pre-registration request current.

11. Validation Process. You agree that we shall have no liability to you or other third parties for anything related to the .EU Registry's validation process for a proposed registration request that we have submitted and is pending final .EU Registry approval. You acknowledge and agree that it is your responsibility to ensure that you meet all of the requirements that are involved in .EU Registry's validation process for your proposed registration request for a domain name(s). You agree that we are not responsible or liable in any way if your proposed registration request is rejected for any reason, including but not limited to the .EU Registry's failure or inability to contact you or your failure to respond to .EU Registry's request for supporting documentation, during the validation process.

12. No Guarantees. We make no guarantees, representations or warranties that your proposed registration request for a domain name will be accepted by .EU Registry. You acknowledge and agree that the proposed registration request for a domain name(s) submitted by Network Solutions to .EU Registry domain name may fail or be rejected by .EU Registry for any number of reasons, including, but not limited to, the fact that your proposed registration request for a domain name was not first in time. You acknowledge and agree that the successful registration of a pre-registration request during the sunrise period will depend upon a number of different factors that Network Solutions cannot predict or control.

13. Acknowledgment of .EU Registry Policies and Rules. The registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of all of the policies or rules (collectively ".EU Policies") that are posted or referred to on the EU Registry's website. You agree to comply with any and all current and future .EU Policies at any and all times. You agree that, by maintaining any service related to your pre-registration request (and, if applicable, your actual domain name registration) after such posting of any new or amended .EU Policies, you have agreed to the terms and conditions of the same and will be bound by such terms and conditions. You acknowledge that if you do not agree to the amended or new .EU Policies, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

14. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .EU Registry. We cannot control and will not be responsible for the actions or inactions of such third parties. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .EU Registry (for example, the .EU Registry reserves the right to suspend, reject, deny or revoke any domain name registration for a variety of reasons, none of which Network Solutions can control).

15. Accurate Information. As a part of your pre-registration, you agree to submit the accurate and reliable information, including but not limited to, contact details of at least one natural or legal person responsible for the technical operation of the domain name that you are requesting. The submission of inaccurate information shall constitute

grounds for rejecting a pre-registration request or proposed registration request or suspending, terminating or deleting the rights to register a domain name. Without limiting the other provisions of the Agreement, your provision of inaccurate or unreliable information, or your failure promptly to update information provided to Network Solutions shall constitute a material breach of this Agreement and shall be a basis for cancellation of the domain name(s) applied for hereunder.

16. Application Submission. You acknowledge and agree that Network Solutions (as the parent company) will be submitting your .EU proposed registration request to the .EU Registry through Network Solutions Europe, LLC, and that all pre-registration requests submitted by you hereunder will be submitted by Network Solutions Europe, LLC on or after the go-live date.

17. No Guarantee on Registration. The .EU Registry, and not Network Solutions, determines the dates and times associated with the various sunrise and open registration periods available for the .EU TLD. You agree to review and become familiar with the information available on our website and on .EU Registry website concerning the various periods and descriptions of services available in connection with .EU TLD, and to regularly check for modifications and/or updates to such information, as the same may change from time to time. You agree that you are solely responsible for applying and/or registering for the service periods you desire to participate in. You acknowledge and agree that submission of a proposed registration request for a domain name(s) or any other services (regardless of when submitted), does not guarantee that you will ultimately be the registrant for any particular domain name.

18. Registration Approval. You understand that any successful registrations that are approved by the .EU Registry shall not start until at least the completion of the sunrise period.

19. Disclaimer Concerning Intellectual Property Protection. Your pre-registration request related to the .EU Registry's sunrise period, and any domain name registration (whether or not related to the sunrise period) DOES NOT PROVIDE YOU WITH ANY INTELLECTUAL PROPERTY PROTECTIONS, RIGHTS OR REGISTRATIONS.

20. Limitation of Liability. In addition to the other limitations of liability contained herein, you agree that Network Solutions shall have no liability of any kind for any loss or liability resulting from the processing of pre-registration requests prior to live .EU launch or the submission of proposed registration requests to the .EU Registry including, without limitation, your ability or inability to obtain a particular domain name including any dispute resolution proceeding related to any of the foregoing. Network Solutions assumes no liability for any pre-registration request or a domain name's rejection, suspension, cancellation, deletion, interruption or transfer due to procedures, rules or policies laid down by .EU Registry or due to practices, customs or prejudices of courts of law or dispute resolving arbitrators. We are not liable for any claims, damages or injuries arising out of the termination of services that are provided by .EU Registry for any

reason, including but not limited to the termination of .EU Registry's registration authority, or its bankruptcy.

21. **Indemnification.** In addition to Section 9 of this Agreement on Indemnity, you are to indemnify, release, defend and hold us harmless for all liabilities, claims, damages, costs and expenses arising out of: (a) your breach of any terms of this Schedule; (b) any violation of a third party's right related to your pre-registration request; (c) any dispute with the .EU Registry or a third party arising out of your pre-registration request; (d) any dispute related to the validation process for your pre-registration request; or (e) any dispute arising out of the ADR process described in EC No. 874/2004, Ch. VI. Art. 20-23 (April 28, 2004) that involved the domain name(s) in your pre-registration request.

22. **Additional Acknowledgments Concerning Customer Information.** You also acknowledge and agree that Network Solutions will share with the .EU Registry certain information submitted by you in your application for our services and pre-registration request, as required by our agreement(s) with the .EU Registry or to provide the services you have applied for. You acknowledge and agree that any information we share with the .EU registry may be used by them to fulfill the .EU registry's service obligations to us or any third party. You hereby grant us and the .EU registry a limited, royalty-free, non-exclusive worldwide license to use all of the data contained in a Trademark.

23. **Acceptable Use.** You agree to be bound by the applicable provisions of the Network Solutions Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Schedule.

24. **Survival of Terms.** You agree that the indemnity provisions set forth in this Schedule shall survive any termination of the Agreement.

25. **Governing Law:** You agree that any disputes between you and the .EU Registry, shall be governed in all respects by and in accordance with the laws of the European Community or one of its Member States. All disputes between you and the .EU Registry are to be brought before the tribunal of .EU Registry's choice. All disputes between you and Network Solutions are subject to Section 21 (Governing Law) of this Agreement.

26. **Dispute Resolution Policies.** Accept as provided by Section 21 (Governing Law) of this Agreement, you agree that every service for which you apply or register, including a pre-registration request for a domain name, and, if applicable, any domain name registration, is subject to the policies and procedures related to the "Revocation and Settlement of Conflicts" as detailed in EC No. 874/2004 Chapter VI, Articles 20-23 (April 28, 2004) found at: http://europa.eu.int/eur-lex/pri/en/qj/dst/2004/l_162/l_16220040430cn00400050.pdf and any other dispute policies that are found at .EU Registry's website at: www.eurid.eu.

27. For purposes of .EU domain name related services, as used in this Schedule and all other applicable terms of this Agreement, "Network Solutions" shall mean both Network Solutions Europe, LLC and Network Solutions, LLC. You acknowledge and agree that

for purposes of all .EU domain name related services, this Agreement is between you and both Network Solutions, LLC and Network Solutions Europe, LLC.

28. Supplemental Terms and Conditions. The terms and conditions of this Schedule E are in addition to the terms and conditions of all other Schedules to this Service Agreement related to domain name registration services.

IN ADDITION TO THE TERMS SET FORTH ABOVE, THE FOLLOWING TERMS SHALL APPLY TO THOSE CUSTOMERS WHO PURCHASE THE REGISTRATION SERVICE WITH .EU TLD:

29. Description of Service. Network Solutions is providing a service whereby its Customers are given the opportunity for the use, benefit and enjoyment of a .EU domain name. This service ("Registration Service") is offered in conjunction with a Network Solutions partner ("Partner) whereby the Partner serves as the Registrant for the .EU domain name ("Registered Domain") and licenses the use of the Registered Domain to a Network Solutions Customer. Sections 1-28 above apply to Customers that purchase the Registration Service in the same manner as if such Customer was the Registrant for the Registered Domain.

30. License Agreement. You agree that in addition to the terms of this Agreement, you also have reviewed and agreed to the license ("License Agreement") between you and the Partner that is found at www.bnslicenseagreement.com. You are obligated to comply with all of the terms in both this Agreement and the License Agreement. Your agree that your failure to meet the terms either in the License Agreement or this Agreement may be grounds for terminating one or both agreements.

31. Paid License. You agree that Partner grants you a non-transferable license for: (i) the sole use of the Registered Domain provided that such use at all times fully conforms with this Agreement and the License Agreement and (ii) all use, benefits and enjoyment of the Registered Domain provided that such use complies with the terms of this Agreement and the License Agreement.

32. Rights and Obligations Under License. You agree that at all times Partner will be the Registrant of each Registered Domain through the Registration Service that you purchase. You agree and acknowledge that all information listed for the .EU WHOIS regarding the Registered Domain will be that of the actual Registrant, the Partner, with the exception of the contact e-mail address. You agree that you will supply the contact e-mail address to be listed in the .EU WHOIS for the Registered Domain. At all times you shall keep this e-mail address current and actively monitor the e-mail address for e-mail communications from Network Solutions, the Partner, the .EU registry, or other third parties. You agree that your failure to keep the e-mail address current and to adequately monitor e-mail communications shall be grounds for immediate termination of this Agreement and suspension or revocation of your Registration Service.

33. Registered Domain and Registration Service Disclaimer. YOU AGREE AND UNDERSTAND THAT YOUR REGISTRATION SERVICE AND THE REGISTERED DOMAIN YOU ARE LICENSING MAY BE REVOKED, SUSPENDED, CANCELLED OR TERMINATED AT ANY TIME (i) BY NETWORK SOLUTIONS IN ACCORDANCE WITH THIS AGREEMENT, (ii) BY THE .EU REGISTRY, OR (iii) AS OTHERWISE PROVIDED IN THE LICENSE AGREEMENT. YOU AGREE THAT YOU ACCEPT AND UNDERSTAND ALL RISKS ASSOCIATED WITH THE REGISTRATION SERVICE AND SUCH REGISTERED DOMAIN AND THE RISKS THAT THE REGISTERED DOMAIN MAY BE REVOKED, SUSPENDED, CANCELLED OR TERMINATED AT ANY TIME AS DESCRIBED HEREIN. YOU EXPRESSLY AGREE THAT NETWORK SOLUTIONS SHALL HAVE NO LIABILITY OF ANY KIND TO YOU OR ANY THIRD PARTIES IF YOUR REGISTRATION SERVICE OR REGISTERED DOMAIN IS SO REVOKED, SUSPENDED, CANCELLED OR TERMINATED.

34. Personal Information. You agree you will provide accurate and current information as to your name, email address, postal address, and phone and fax numbers for each Registered Domain you license through the Registration Service. You agree to: (i) notify Network Solutions within five (5) business days regarding any changes to your personal information; (ii) respond within five (5) business days to any inquiries made by Network Solutions or Partner to determine the validity of personal information provided by you or other types of similar inquiries; (iii) respond to e-mail messages posted to your e-mail account regarding correspondence Partner or Network Solutions has received that is either addressed to or involves your Registered Domain. It is your responsibility to keep your personal information current and accurate at all times with Network Solutions.

35. Termination of License Agreement. You agree Network Solutions or Partner may terminate the License Agreement, without notice, if you fail to comply with any provision of this Agreement or the License Agreement or for your failure to pay for the Registration Services. Network Solutions may suspend or terminate the License Agreement, without notice, if Partner or Network Solutions believes that Customer has violated this Agreement or the License Agreement or in order for Network Solutions or the Partner to comply with a government regulation, law, statute, administrative agency or court order, or directive from the .EU Registry.

36. Termination for Unlawful Activity or Third Party Complaints. Network Solutions may terminate your Registration Services at any time for any activity related to the Registered Domain that Network Solutions believes may violate any federal, state, local, European Community, European Community Member State regulation or law or any court order ("Applicable Laws"). Network Solutions has the right to revoke your use of the Registered Domain under the License Agreement at any time if a third party alleges that the Registered Domain or your use of the Registered Domain infringes or violates the rights of any person or entity; or otherwise violates any Applicable Laws (whether or not such allegations are true).

37. Replacement or Refund: You agree that, subject to the limitations of liability contained elsewhere in this Agreement, Network Solutions' entire liability and your exclusive remedy in any event, with respect to any claims arising out of this Agreement shall be, at Network Solutions' sole discretion, either (i) the deletion of the Registered Domain and substitution of a new domain name in its place, or (ii) a refund of the fees paid for one year's Registration Services. You agree that Network Solution shall have no liability to you for your use of a Registered Domain(s) through the Registration Service.

38. No Money Damages: In addition to Section 7 of this Agreement on Exclusive Remedies, and except as provided in Section 37 of this schedule, under no circumstances whatsoever will Network Solutions be liable to you for any money damages including, without limitation, any lost profits, lost revenue, lost savings, or other incidental, consequential or punitive damages arising out of: (i) the use or inability to use the Registered Domain(s); (ii) the revocation, suspension or termination of your Registration Service, Registered Domain or License Agreement; (iii) your use or inability to use the Registration Service; or (iv) for any claim by any other party, even if Network Solutions has been advised of the possibility of such damages. Any claims must be brought within twelve (12) months of the date that you discovered such claim, or reasonably should have discovered such claim, or shall be waived.

39. Indemnification. In addition to Section 9 of this Agreement on Indemnification and Section 21 of this Schedule, you agree to indemnify and hold Network Solutions, its affiliates, parents, subsidiaries, employees, directors, officers, successors, assigns, distributors and anyone else associated with Network Solutions, harmless from, and against, any and all claims, liabilities, costs, damages, or expenses, (including attorneys' fees) asserted against Network Solutions arising out of your use or inability to use the Registration Service or Registered Domain(s) or in connection with any breach of any of the terms of this Agreement or the License Agreement.

40. Correspondence Forwarding. You agree that the Partner's name, postal address and phone number will be listed in the .EU WHOIS directory for the Registered Domain, as the Partner will be the registrant for the Registered Domain. You agree that Partner and Network Solutions will review and forward, upon your request, communications addressed to your Registered Domain that are received via certified, registered or traceable courier mail (such as UPS, Federal Express, or DHL). You authorize Partner or Network Solutions to return to sender all mail that is marked "First Class Mail." You acknowledge and agree that Partner or Network Solutions will not forward to you first class postal mail (other than legal notices), "junk" mail, bulk mail, or other unsolicited communications (whether delivered through fax, postal mail or telephone), and you further authorize Partner or Network Solutions to either discard all such communications or return all such communications to sender. You hereby waive any and all claims arising from your failure to receive communications directed to your Registered Domain but not forwarded to you by Partner or Network Solutions. In instances when Partner or Network Solutions receives certified or traceable courier mail or legal notices addressed to your Registered Domain, Partner or Network Solutions will post an email message to your e-mail account that is listed as the contact for the Registered Domain notifying you of

receipt of mail. The e-mail message will identify the sender of the correspondence that has been received by Network Solutions or Partner, the date such correspondence was received, and a brief description of its contents. You agree that you will have five (5) days to request to have the correspondence forwarded via e-mail in a PDF form, overnight courier or facsimile to you. You agree that if you do not respond within five (5) days of receipt of the e-mail from Network Solutions or Partner that the mail may be destroyed by Partner. You hereby waive any and all claims arising from either your failure to respond within five (5) days of receipt of the e-mail from Network Solutions or Partner or your instruction to Network Solutions or Partner not to forward mail that has been received.

41. Forwarding Fees. In consideration for (i) handling and forwarding certified, registered and traceable courier mail and certain first class correspondence, and (ii) responding to and dealing with third parties, you agree to pay Network Solutions at the time such forwarding services are provided in order to cover Network Solutions' labor and costs associated with these services. Network Solutions may change its forwarding fees at any time. Unless otherwise stated, all fees are posted (and payable by you) in U.S. Dollars. You are responsible for paying all fees and taxes associated with using Network Solutions' forwarding services. Payment shall be made by you providing a valid credit card for charge by Network Solutions, and is non-refundable. If for any reason Network Solutions is unable to charge your credit card with the full amount of the forwarding service provided, or if Network Solutions is charged back for any fee it previously charged to the credit card you provided, you agree that Network Solutions may, without notice to you, pursue all available remedies in order to obtain payment, including but not limited to, sale or licensing of the Registered Domain to a third party, and immediate cancellation of your account and all services Network Solutions provides to you. Network Solutions reserves the right to charge a reasonable service fee to cover the costs of administrative tasks outside the scope of its regular forwarding services. These include, but are not limited to, customer service issues that cannot be handled over email but require personal service, and disputes in which Network Solutions becomes involved concerning the Registered Domain. You agree that Network Solutions will and is authorized to bill these charges to the credit card you have on file with Network Solutions. Administrative fees, once charged, will be non-refundable. It is your responsibility to keep your credit card information current and accurate, including the expiration date. Failure to keep such information updated shall be grounds for termination of your Registration Services.

SCHEDULE F TO NETWORK SOLUTIONS SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO SERVICES IN CONNECTION WITH .NAME TLD.

In addition to the terms set forth in Schedule A above, the following terms shall apply to .Name domain names.

1. Eligibility Requirements. You represent and warrant that every registration you are applying for in the .name top-level domain ("TLD") satisfies the eligibility requirements ("Eligibility Requirements") established by Global Name Registry Ltd., the registry for the .name TLD, which are available at the following URL:
<http://www.icann.org/tlds/agreements/name/registry-agent-appl-03jul01.htm>.
2. Dispute Resolution Policies. You agree that every service for which you register is subject to the Uniform Domain Name Dispute Resolution Policy (the "UDRP") and the Eligibility Requirements Dispute Resolution Policy (the "ERDRP"), which are located at <http://www.icann.org/tlds/agreements/name/registry-agent-appl-03jul01.htm>. Without limiting the foregoing, you agree that (i) every Defensive Registration is subject to challenge pursuant to the ERDRP; (ii) if a Defensive Registration is successfully challenged pursuant to the ERDRP, the Defensive Registration Holder will pay the challenge fees; (iii) if a challenge to a Defensive Registration is successful, the Defensive Registration will be subject to the procedures described in the ERDRP and the Eligibility Requirements including, without limitation, the cancellation of the Defensive Registration Holder's other Defensive Registrations; and (iv) if a Phase I Defensive Registration (as defined by the .name registry) is successfully challenged on the basis that it does not meet the applicable eligibility requirements, the Defensive Registration Holder will thereafter be required to demonstrate, at its expense, that it meets the eligibility requirements for Phase I Defensive Registrations for all other Phase I Defensive Registrations that it registered within .name through any registrar. In the event the Defensive Registration Holder is unable to demonstrate the foregoing with respect to any such Phase I Defensive Registration(s), those Defensive Registration(s) will be cancelled.
3. Limitation of Liability. In addition to the other limitations of liability contained herein, you agree that neither the .name registry nor Network Solutions shall have any liability of any kind for any loss or liability resulting from (i) the processing of registration requests prior to live SRS launch, including, without limitation, your ability or inability to obtain a Registered Name, a second-level domain e-mail address registration (an "SLD E-mail Address"), a Defensive Registration, or a NameWatch Registration using the services provided by Network Solutions or the .name registry; or (ii) any dispute over any Registered Name, SLD E-mail Address, Defensive Registration, or NameWatch Registration, including any dispute resolution proceeding related to any of the foregoing.
4. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .name registry. We cannot control and will not be responsible for the actions or inactions of such third parties. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .name registry.

SCHEDULE G TO NETWORK SOLUTIONS SERVICE AGREEMENT

**ADDITIONAL TERMS APPLICABLE TO SERVICES IN CONNECTION WITH
.US TLD.**

In addition to the terms set forth in Schedule A above, the following terms shall apply to .US domain names.

1. Nexus Requirements/Certification. You certify that you have and shall continue to have a lawful bona fide U.S. nexus, as required by the .US top-level domain ("TLD") administrator, NeuStar, Inc. (".US Registry"), and that you meet all of the .US nexus requirements (".US Nexus Requirements") set forth below (and as represented by you in the registration application information provided by you to Network Solutions). You must be (and you certify that you are) either:

A. A natural person (i) who is a United States citizen, (ii) a permanent resident of the United States of America or any of its possessions or territories, or (iii) whose primary place of domicile is in the United States of America or any of its possessions [Nexus Category 1]; or

B. An entity or organization that is (i) incorporated within one of the fifty (50) U.S. states, the District of Columbia, or any of the United States possessions or territories or (ii) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions or territories [Nexus Category 2]; or

C. An entity or organization (including a federal, state, or local government of the United States, or a political subdivision thereof) that has a bona fide presence in the United States of America or any of its possessions or territories [Nexus Category 3]. If you are claiming Nexus Category 3, you certify that you have a "bona fide presence in the United States" on the basis of real and substantial lawful contacts with, or lawful activities in, the United States of America.

2. Name Servers Certification. You certify that the name servers listed by you in connection with your application for domain name registration services in the .US TLD are located within the United States.

3. Your obligation to satisfy Nexus Requirement. You acknowledge and agree that it is your responsibility, through the registration process (and, if applicable, as required subsequent to your application), to provide the information necessary to satisfy the .US Nexus Requirements, and that a failure by you to satisfy the .US Nexus Requirements may result in, among other things, (i) the domain name application(s) being rejected by Network Solutions and/or the .US Registry, (ii) the domain name(s) being placed on "hold" by Network Solutions and/or the .US Registry, and/or (iii) the domain name(s) being deleted by Network Solutions and/or the .US Registry. Neither Network Solutions nor the .US Registry (nor any other entity or person) shall be liable to you for any actions or inactions of any of them resulting from your failure to provide all required .US Nexus Requirements information at the time of registration (or, where applicable, subsequent to

registration), and none of them shall have any obligation to request or attempt to obtain from you additional information to establish your compliance with the .US Nexus Requirements, even if the need for such information is known by any of them.

4. Nexus Dispute Policy. You agree to be bound by the Nexus Dispute Policy ("NDP") administered by the .US Registry (or a third party designated by the .US Registry), which policy and its applicable forms are located on the .US Registry's web site at the URL: <http://www.neustar.com/>. You agree to abide by all decisions rendered by the .US Registry (or its third party designee) in connection with the NDP.

5. Dispute Resolution Policy. You agree that you are bound by the United States Dispute Resolution Policy set forth on the .US Registry's website at the URL: www.neustar.com.

6. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .US Registry. We cannot control and will not be responsible for the actions or inactions of such third parties. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .US Registry (for example, the .US Registry reserves the right to deny, delete, transfer or freeze any domain name registration for a variety of reasons, none of which Network Solutions can control).

7. Accurate Information. Without limiting the other provisions of the Agreement, your willful or grossly negligent provision of inaccurate or unreliable information, or your willful or grossly negligent failure promptly to update information provided to Network Solutions shall constitute a material breach of this Agreement and shall be a basis for cancellation of the domain name(s) applied for hereunder.

8. Application Submission. You acknowledge and agree that Network Solutions (as the parent company) will be submitting your .US domain name application(s) to the .US Registry through .US Registrar L.L.C., and that all applications submitted by you hereunder (except for Sunrise applications, where applicable) will be submitted by .US Registrar L.L.C. on or after the date upon which the .US Registry goes live.

SCHEDULE W TO NETWORK SOLUTIONS SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO SERVICES IN THE .CN TLD.

In addition to the terms set forth in Schedule A above, the following terms shall apply to .CN domain names.

1. Eligibility Requirements. You represent and warrant that every registration you are seeking in the .CN top-level domain ("TLD") satisfies the eligibility requirements ("Eligibility Requirements") established by .CN TLD administrator, NeuLevel, Inc ("CN

Registry"). Under the Eligibility Requirements established by .CN Registry, only a business or an organization is permitted to register a domain name in the .CN TLD.

2. Your Obligation to Satisfy Eligibility Requirements. You acknowledge and agree that it is your responsibility to provide the information necessary to satisfy the Eligibility Requirements, and that a failure by you to satisfy the Eligibility Requirements may result in, among other things, (i) the domain name registration being rejected or revoked by Network Solutions and/or the .CN Registry, (ii) the domain name(s) being placed on "hold" by Network Solutions and/or the .CN Registry, and/or (iii) the domain name(s) being deleted by Network Solutions and/or the .CN Registry. Neither Network Solutions nor the .CN Registry (nor any other entity or person) shall be liable to you for any actions or inactions of any of them resulting from your failure to provide all required Eligibility Requirements information at the time of registration (or, where applicable, subsequent to registration), and none of them shall have any obligation to request or attempt to obtain from you additional information to establish your compliance with the Eligibility Requirements, even if the need for such information is known by any of them.

3. Third Party Rights. By submitting your registration request, you certify that your request is made in good faith and does not directly or indirectly infringe any rights of a third party.

4. Ban on and Revocation of Certain Domain Names. You agree that .CN Registry and the China Internet Network Information Center ("CNNIC") have identified certain domain names that can not be registered for a variety of reasons including, but not limited to the domain name or any website related to the domain name violates the principles of the Constitution of the Peoples Republic of China ("PRC"), harms the national honor or national interests of the PRC, jeopardizes national security or violates any PRC law, rule or administrative regulation. You further accept that .CN Registry and Network Solutions reserve the right to deny registration requests that .CN Registry, CNNIC or the PRC considers are contrary to public policy. You understand that .CN Registry or CNNIC, each at their own initiative, may also revoke, transfer or otherwise make unavailable any registration of a domain name for a variety of reasons including but not limited to nonpayment of fees, failure to meet Eligibility Requirements, in order to protect the integrity and stability of the registry, to comply with applicable laws or regulations, for violations of this Agreement or other agreements or to correct mistakes made by .CN Registry, CNNIC or other registrars in connection with a domain name registration. You acknowledge that .CN Registry or CNNIC reserves the right to freeze a domain name during resolution of a dispute.

5. Acknowledgment of .CN Registry Policies and Rules. The registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of all of the policies or rules (collectively ".CN Policies") that are posted or referred to on the .CN Registry's or CNNIC's websites. You agree to comply with any and all current and future .CN Policies at any and all times. You agree that, by maintaining any service related to your registration after such posting of any new or amended .CN Policies, you have agreed to the terms and conditions of the same and will be bound by such terms and conditions.

You acknowledge that if you do not agree to the amended or new .CN Policies, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

6. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .CN Registry. We cannot control and will not be responsible for the actions or inactions of such third parties. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .CN Registry.

7. No Guarantee. You acknowledge and agree that your registration request for a domain name(s) or any other services (regardless of when submitted), does not guarantee that you will ultimately be the registrant for any particular domain name in the .CN TLD.

8. Accurate Information. As a part of your registration, you certify that all of the information that you are submitting is accurate and reliable information. You acknowledge that proxy registrations are prohibited. The submission of inaccurate information shall constitute grounds for rejecting a registration or suspending, terminating or deleting the rights to register a domain name. Without limiting the other provisions of the Agreement, your provision of inaccurate or unreliable information now or in the future, or your failure promptly to update information provided to Network Solutions shall constitute a material breach of this Agreement and shall be a basis for cancellation of your domain name registration(s).

9. Limitation on Transfer. As a part of your registration, you agree that you can only transfer a domain name to or from another registrar that is headquartered, or controlled by an entity, outside of the PRC.

10. Disclaimer Concerning Intellectual Property Protection. Your registration of a domain name in the .CN TLD DOES NOT PROVIDE YOU WITH ANY INTELLECTUAL PROPERTY PROTECTIONS, RIGHTS OR REGISTRATIONS.

11. Limitation of Liability. In addition to the other limitations of liability contained herein, you agree that Network Solutions shall have no liability of any kind for any loss or liability resulting from the processing of registration request(s) by .CN Registry including, without limitation, your ability or inability to obtain a particular domain name. Network Solutions assumes no liability for any registration request or a domain name's rejection, suspension, cancellation, deletion, interruption or transfer due to the procedures, rules or policies of .CN Registry, CNNIC, or due to practices, customs or prejudices of courts of law or dispute resolving arbitrators. We are not liable for any claims, damages or injuries arising out of the termination of services that are provided by .CN Registry for any reason, including but not limited to the termination of .CN Registry's registration authority, or its bankruptcy.

12. Indemnification. In addition to Section 9 of this Agreement on Indemnity, you are to indemnify, release, defend and hold Network Solutions, .CN Registry, and CNNIC harmless for all liabilities, claims, damages, costs and expenses arising out of: (a) your breach of any terms of this Schedule; (b) any violation of a third party's right related to your registration; (c) any dispute with the .CN Registry or a third party arising out of your registration; (d) any dispute related to the submission of your registration to .CN Registry; or (e) any use of the domain name(s) that you register with .CN registry.

13. Survival of Terms. You agree that the indemnity provisions set forth in this Schedule shall survive any termination of the Agreement.

14. Jurisdiction for Certain Disputes: You agree that any disputes between you and the .CN Registry (but not with Network Solutions) without prejudice to other potentially applicable jurisdictions, shall be subject to the jurisdiction of the courts of (a) registrant's domicile; (b) where the registrar is located and (c) the PRC. All disputes between you and Network Solutions (regardless of the involvement of other parties) are subject to Section 21 (Governing Law) of this Agreement.

15. Dispute Resolution Policies. Accept as provided by Section 21 (Governing Law) of this Agreement, you agree that your registration for a domain name in the .CN TLD is subject to the policies and procedures related to the CNNIC Domain Name Dispute Resolution Policy & Rules for CNNIC Domain Name Dispute Resolution Policy.

16. Supplemental Terms and Conditions. The terms and conditions of this Schedule W are in addition to the terms and conditions of all other Schedules to this Service Agreement related to domain name registration services.

SCHEDULE X TO NETWORK SOLUTIONS SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO SERVICES IN THE .TW TLD.

In addition to the terms set forth in Schedule A above, the following terms shall apply to .TW domain names.

1. Eligibility Requirements. You represent and warrant that every registration you are seeking in the .TW top-level domain ("TLD") satisfies the eligibility requirements ("Eligibility Requirements") established by .TW TLD administrator, NeuLevel, Inc ("TW Registry"). Under the Eligibility Requirements established by .TW Registry, only a business or an organization is permitted to register a domain name in the .TW TLD.

2. Your Obligation to Satisfy Eligibility Requirements. You acknowledge and agree that it is your responsibility to provide the information necessary to satisfy the Eligibility Requirements, and that a failure by you to satisfy the Eligibility Requirements may result in, among other things, (i) the domain name registration being rejected or revoked by Network Solutions and/or the .TW Registry, (ii) the domain name(s) being placed on "hold" by Network Solutions and/or the .TW Registry, and/or (iii) the domain name(s)

being deleted by Network Solutions and/or the .TW Registry. Neither Network Solutions nor the .TW Registry (nor any other entity or person) shall be liable to you for any actions or inactions of any of them resulting from your failure to provide all required Eligibility Requirements information at the time of registration (or, where applicable, subsequent to registration), and none of them shall have any obligation to request or attempt to obtain from you additional information to establish your compliance with the Eligibility Requirements, even if the need for such information is known by any of them.

3. Third Party Rights. By submitting your registration request, you certify that your request is made in good faith and does not directly or indirectly infringe any rights of a third party.

4. Ban on and Revocation of Certain Domain Names. You agree that .TW Registry and the Taiwan Network Information Center ("TWNIC") have identified certain domain names that can not be registered for a variety of reasons including, but not limited to the domain name or any website related to the domain name harms the national honor or national interests of Taiwan, jeopardizes national security or violates any Taiwanese law, rule or administrative regulation. You further accept that .TW Registry and Network Solutions reserve the right to deny registration requests that .TW Registry, TWNIC or that the Taiwanese government considers are contrary to public policy. You understand that .TW Registry or TWNIC, each at their own initiative, may also revoke, transfer or otherwise make unavailable any registration of a domain name for a variety of reasons including but not limited to nonpayment of fees, failure to meet Eligibility Requirements, in order to protect the integrity and stability of the registry, to comply with applicable laws or regulations, for violations of this Agreement or other agreements or to correct mistakes made by .TW Registry, TWNIC or other registrars in connection with a domain name registration. You acknowledge that .TW Registry or TWNIC reserves the right to freeze a domain name during resolution of a dispute.

5. Acknowledgment of .TW Registry Policies and Rules. The registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of all of the policies or rules (collectively ".TW Policies") that are posted or referred to on the .TW Registry's or TWNIC's websites. You agree to comply with any and all current and future .TW Policies at any and all times. You agree that, by maintaining any service related to your registration after such posting of any new or amended .TW Policies, you have agreed to the terms and conditions of the same and will be bound by such terms and conditions. You acknowledge that if you do not agree to the amended or new .TW Policies, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

6. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .TW Registry. We cannot control and will not be responsible for the actions or inactions of such third parties. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .TW Registry.

7. No Guarantee. You acknowledge and agree that your registration request for a domain name(s) or any other services (regardless of when submitted), does not guarantee that you will ultimately be the registrant for any particular domain name in the .TW TLD.

8. Accurate Information. As a part of your registration, you certify that all of the information that you are submitting is accurate and reliable information. You agree that proxy registrations are prohibited. The submission of inaccurate information shall constitute grounds for rejecting a registration or suspending, terminating or deleting the rights to register a domain name. Without limiting the other provisions of the Agreement, your provision of inaccurate or unreliable information now or in the future, or your failure promptly to update information provided to Network Solutions shall constitute a material breach of this Agreement and shall be a basis for cancellation of your domain name registration(s).

9. Disclaimer Concerning Intellectual Property Protection. Your registration of a domain name in the .TW TLD DOES NOT PROVIDE YOU WITH ANY INTELLECTUAL PROPERTY PROTECTIONS, RIGHTS OR REGISTRATIONS.

10. Limitation of Liability. In addition to the other limitations of liability contained herein, you agree that Network Solutions shall have no liability of any kind for any loss or liability resulting from the processing of registration request(s) by .TW Registry including, without limitation, your ability or inability to obtain a particular domain name. Network Solutions assumes no liability for any registration request or a domain name's rejection, suspension, cancellation, deletion, interruption or transfer due to the procedures, rules or policies of .TW Registry, TWNIC, or due to practices, customs or prejudices of courts of law or dispute resolving arbitrators. We are not liable for any claims, damages or injuries arising out of the termination of services that are provided by .TW Registry for any reason, including but not limited to the termination of .TW Registry's registration authority, or its bankruptcy.

11. Indemnification. In addition to Section 9 of this Agreement on Indemnity, you are to indemnify, release, defend and hold Network Solutions, .TW Registry, and TWNIC harmless for all liabilities, claims, damages, costs and expenses arising out of: (a) your breach of any terms of this Schedule; (b) any violation of a third party's right related to your registration; (c) any dispute with the .TW Registry or a third party arising out of your registration; (d) any dispute related to the submission of your registration to .TW Registry; or (e) any use of the domain name(s) that you register with .TW registry.

12. Survival of Terms. You agree that the indemnity provisions set forth in this Schedule shall survive any termination of the Agreement.

13. Jurisdiction for Certain Disputes and Governing Law: You agree that any disputes between you and the .TW Registry (but not with Network Solutions) will be governed under the laws of Taiwan. You accept that any dispute arising between you and .TW Registry shall be heard and decided by the Taipei District Court of Taiwan. All disputes

between you and Network Solutions (regardless of the involvement of other parties) are subject to Section 21 (Governing Law) of this Agreement.

14. Dispute Resolution Policies. Accept as provided by Section 21 (Governing Law) of this Agreement, you agree that your registration for a domain name in the .TW TLD is subject to the policies and procedures related to the TWNIC Domain Name Dispute Resolution Policy & Rules for TWNIC Domain Name Dispute Resolution Policy.

15. Supplemental Terms and Conditions. The terms and conditions of this Schedule X are in addition to the terms and conditions of all other Schedules to this Service Agreement related to domain name registration services.

SCHEDULE H TO NETWORK SOLUTIONS SERVICE AGREEMENT

PRIVATE REGISTRATION SERVICE

1. Private Registration Service. When you subscribe to Network Solutions Private Registration Service, you authorize and direct Network Solutions to (a) display alternate contact information in the public WHOIS database for the Registrant, Administrative, and Technical Contacts for the applicable domain name registration, and (b) not display the fax number and NIC Handle associated with your account for the applicable domain name.

2. Communications Forwarding.

a. By subscribing to the Private Registration Service, you authorize and direct Network Solutions to process communications directed to you at the contact information displayed in the public WHOIS database as follows:

(i) E-mail Address. A private e-mail address that will automatically change in the public WHOIS database every ten (10) days is created for the applicable domain name and will be displayed in the public WHOIS database. Messages received at the e-mail address posted in the public WHOIS database will be filtered for SPAM and forwarded to the e-mail address associated with your account for the applicable domain name. Once an e-mail address is removed from the public WHOIS database it will no longer be a valid e-mail address for the receipt messages. You acknowledge that you may not receive messages sent to an expired e-mail address.

(ii) Postal Address. A P.O. Box address in care of Network Solutions will be the postal address displayed in the public WHOIS database for the applicable domain name. You hereby authorize Network Solutions to receive, sort, open, forward, and destroy any and all mail sent to such P.O. Box in its sole discretion. Mail received via Certified Mail® or Express Mail™ will be opened and all such mail that can be scanned will be scanned and sent to you via the e-mail address associated with the account for the applicable domain name. You acknowledge that you will have five (5) days from the date such Certified Mail® or Express Mail™ is sent to you via e-mail to request in writing that a copy of

such scanned mail be forwarded to you via postal mail at your expense. You acknowledge that unless you direct us otherwise in writing within such five (5) day period, all such mail will be destroyed five (5) days after a scanned copy is sent to you via e-mail. All mail that is unable to be scanned will be forwarded to you via postal mail at Network Solutions' expense at the postal address associated with the account for the applicable domain name. You specifically acknowledge that Network Solutions will destroy all third class and "junk" mail upon receipt and will either discard all such other communications received or return the same to the sender unopened. You hereby waive any and all claims arising from your failure to receive communications directed to your domain name contact information displayed in the public WHOIS database but not forwarded to you by Network Solutions.

(iii) Telephone Number. A telephone number that is answered by a Network Solutions answering service will be displayed in the public WHOIS database for the applicable domain name. Callers will be informed of how to contact you using the information displayed in the public WHOIS database.

b. You acknowledge and agree that by subscribing to our Private Registration Service that you will not receive all communications sent to you at the contact information listed in the public WHOIS database. You acknowledge and agree that Network Solutions disclaims any and all loss or liability that may result from your use of our Private Registration Service and/or your failure to receive important correspondence sent to you at the contact information displayed in the public WHOIS database, including, but not limited to, legal notices or UDRP complaints.

c. You agree that if you opt to have mail forwarded to you in accordance with Section 2(ii) above, that you are responsible for paying all fees and costs associated with Network Solutions providing such forwarding services. Network Solutions will inform you via e-mail of the applicable shipping costs, and the credit card associated with your account for the applicable domain name will be charged. The credit card transaction must be successful prior to us forwarding the correspondence to You. You are solely responsible for maintaining current and accurate credit card information on file with Network Solutions, including the expiration date for such credit card.

3. Network Solutions Right To Disclose Your Contact Information and Terminate the Private Registration Service. You acknowledge and agree that Network Solutions has the absolute right and power, as it deems necessary in its sole discretion, without providing notice and without any liability to you whatsoever, to (a) reveal to third parties the contact information provided by you to Network Solutions in connection with the account for the applicable domain name, (b) populate the public WHOIS database with the registrant's name, primary postal address, e-mail address and/or telephone number as provided by you to Network Solutions, or (c) terminate your subscription to our Private Registration Service:

(i) if any third party claims that the domain name violates or infringes a third party's trademark, trade name or other legal rights, whether or not such claim is valid;

(ii) to comply with any applicable laws, government rules or requirements, ICANN policies or requirements, subpoenas, court orders, requests of law enforcement or government agencies; or

(iii) if any third party threatens legal action against Network Solutions that is related in any way, directly or indirectly, to the domain name, or claims that you are using the domain name registration in a manner that violates any law, rule or regulation, or is otherwise illegal or violative of a third party's legal rights.

4. Supplemental Terms and Conditions. The terms and conditions of this Schedule H are in addition to the terms and conditions of all other Schedules to this Service Agreement related to domain name registration services.

SCHEDULE I TO SERVICE AGREEMENT

CHANGE OF REGISTRAR SERVICE

1. In addition to the terms in Schedule A (and the other applicable Schedules, if any, of the Agreement), the terms of this Schedule shall apply to all applications for a change of registrar to Network Solutions. The term "domain name" refers to the domain name identified in your Change of Registrar Application. The term "updated registrant" refers to the person or entity identified as the updated registrant in your Change of Registrar Application, if any.

2. You represent and warrant that: (a) the information provided to Network Solutions in connection with your application is accurate and complete; (b) you are the rightful holder of the registration for the domain name; (c) the registrar of record for the domain name as of the date of this request is the current registrar; (d) you are not in default on any obligations you may owe to the current registrar; (e) you are not the subject of any pending bankruptcy proceedings; (f) you are not party to any dispute resolution proceeding concerning your use or registration of the domain name; (g) you are not in default on any obligations you may owe to Network Solutions; (h) the domain name is not the subject of any collection proceedings, including garnishment, attachment, levy or otherwise. The individual submitting this request represents and warrants that he/she is authorized to request a change of registrar and to apply for our registrar services.

3. You request that we provide registrar services for the domain name. In furtherance of your request, you have applied for our registrar services. We will have no responsibilities as registrar of the domain name unless and until we send you or the updated registrant, as appropriate, notice of acceptance of the Application.

4. You authorize us to take all actions necessary to become the registrar for the domain name, including transmitting to the appropriate Registry a request to change the Registry database to reflect Network Solutions as the registrar of record. You acknowledge and agree that we shall not be responsible for any legal obligations you may owe to any third party, including the current registrar. You further acknowledge and agree that you are not

entitled to a credit from us for any sums you may have paid the current registrar. You agree to release, indemnify, and hold us and our contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorneys fees, of third parties arising under this Agreement.

SCHEDULE J TO SERVICE AGREEMENT

REGISTRANT NAME CHANGE AGREEMENT

1. The following additional terms and conditions (the "Registrant Name Change Agreement" or "RNCA") apply to any change of the registrant (account holder's) name for a second-level domain name ("Registrant Name Change"), and, unless specifically noted otherwise below, apply to you whether you are listed as the registrant before the change (the "Current Registrant") or after the change (the "New Registrant"). The domain name for which this RNCA is being processed shall be referred to in this Schedule as the "Domain Name." The RNCA shall not be effective until both the Current Registrant and the New Registrant have indicated their agreement to the terms and conditions of the Agreement (which includes the terms and conditions of this Schedule). Nothing contained in this Schedule shall be construed as an assignment of the Current Registrant's rights under the Agreement. As used in this Schedule (as in the General Conditions), the word "Agreement" shall mean the Network Solutions Service Agreement of which this Schedule is a part.

2. **The terms in this section apply only to the Current Registrant.** You agree that you and Network Solutions are currently parties to the Agreement for the registration of the Domain Name(s). You hereby relinquish your registration of the Domain Name(s) and discharge Network Solutions from all obligations under the Agreement, and you release Network Solutions from all claims, liabilities or demands arising from the Agreement. You further acknowledge and agree that you are not entitled to a refund of any fees you may have paid to Network Solutions. You hereby authorize Network Solutions to take all steps necessary to register the Domain Name(s) to the New Registrant, including without limitation, disassociating the Domain Name(s) from the host servers designated by you without further notice. You represent and warrant that you possess the authority to legally bind the Current Registrant of the Domain Name(s) being transferred.

3. **The terms in this section apply only to the New Registrant.** You acknowledge that you have reviewed and you understand the terms, conditions, representations and warranties of the Agreement in effect as of the date of your application to become the New Registrant. By applying for this Registrant Name Change, you agree to be bound by and to perform in accordance with the terms and conditions of the Agreement, which includes Network Solutions' current Domain Name Dispute Policy. You also reaffirm the accuracy and completeness of all of the information submitted for the Registrant Name Change. Your registration of the Domain Name(s) shall be effective upon Network Solutions' transmission of an acknowledgement to you that the Domain Name(s) has been registered to the New Registrant. You agree to pay Network Solutions the RNCA processing fee set forth on our Web site, if any, by providing appropriate credit card

information as requested. You represent and warrant that you are the New Registrant or possess the authority to legally bind the New Registrant of the Domain Name(s) being transferred. You acknowledge and agree, that unless you register additional registration years for the Domain Name(s), the term of your registration of the Domain Name(s) will be equal to the remaining term of the Current Registrant at the time of the Registrant Name Change.

SCHEDULE K TO NETWORK SOLUTIONS SERVICE AGREEMENT

NEXT REGISTRATION RIGHTS SUBSCRIPTION SERVICE

1. Next Registration Rights Service Subscription - Pre-order. When you pre-order a Next Registration Rights Service ("NRRS") subscription, you are authorizing us to attempt to obtain a NRRS subscription (as described on our Web site and herein) for you if and when the applicable registry launches its underlying back-order service (the "go-live date"). If we are successful in obtaining the NRRS subscription for you, you agree that we are authorized to then charge your credit card for the fees described on our Web site at the time of your Pre-order application. Successful NRRS subscriptions will be subject to the terms of the Agreement, including this Schedule.
2. Next Registration Rights Service Subscription - After Go-Live Date. After the go-live date, when you apply for a subscription for the Network Solutions® NRRS (or if you have previously submitted a pre-order for our NRRS), we will contact the applicable registry and attempt to obtain for you the exclusive right to register the domain name selected and indicated by you in your application should that domain name become available for registration by a third-party during the term of your NRRS subscription. In the event we are successful in obtaining for you the NRRS subscription for your chosen domain name, you acknowledge and agree that we are authorized to charge your credit card for the fees described on our Web site at the time of your purchase. Thereafter, during the term of your subscription, if the domain name for which you purchased a NRRS subscription becomes available for registration, we will register that domain name in your name, subject to the terms and conditions of the Agreement (including, but not limited to, the terms and conditions related to domain name registration). You acknowledge and agree that if your application is successful and the domain name you have selected becomes available for registration during the term of your NRRS subscription, the domain name will be registered to you pursuant to the terms and conditions of this Agreement and that you will be bound by the same.
3. No Guarantees. We make no guarantees, representations or warranties that a subscription for the service will be available now or in the future, or that the domain name for which you purchase our NRRS will become available for registration during the term of any NRRS subscription. You acknowledge and agree that the domain name with respect to which you purchase the NRRS subscription may not become available during the term of your subscription, for any number of reasons, including, but not limited to, the current registrant's continued registration or renewal of the domain name.

4. Supplemental Terms and Conditions. The terms and conditions of this Schedule H are in addition to the terms and conditions of all other Schedules to this Service Agreement related to domain name registration services.

SCHEDULE L TO NETWORK SOLUTIONS SERVICE AGREEMENT

E- MAIL SERVICES

1. Description of Service. Network Solutions is providing you with the capability of sending and receiving electronic mail via the Internet. You must: (a) provide all equipment, including a computer and modem, necessary to establish a connection to the Internet; and (b) provide for your own connection to the Internet and pay any telephone service fees associated with such connection. Network Solutions has set no fixed upper limit on the number of messages you may send or receive through the e-mail service; however, Network Solutions reserves the right to restrict the number of recipients of any e-mail sent by you and retains the right, at Network Solutions's sole discretion, to restrict the volume of messages transmitted or received by you, in order to maintain the quality of our services to other customers and to protect our computer systems. We, in our sole discretion, will determine whether or not your conduct is consistent with this Agreement and any Network Solutions operating rules or policies and may suspend or terminate your e-mail service if your conduct is found to be inconsistent with this Agreement or such rules or policies. The e-mail service is subject to scheduled (from 12:01am eastern United States time to 2:00 am eastern United States time every Saturday) and unscheduled outages that will impact your ability to use the service. We will use commercially reasonable efforts to restore the service after any unscheduled outages. Moreover, in order to receive the e-mail service we (or our third party provider) must host your domain name record. If you transfer your domain name record to a third party in conjunction with a live web site, or for any other reason, or allow your domain name registration to expire, you will no longer be able to use the e-mail service. We will not refund the fees you paid for our e-mail service if you elect to transfer your domain name record to a third party. You may not exceed the storage [megabytes] applicable to the particular e-mail services purchased by you as specified on our Web site at the time of your purchase (or as subsequently modified by us pursuant to this Agreement). If you exceed the applicable storage limitations, Network Solutions reserves the right, in its sole discretion, to either (A) charge, and you agree to pay, an additional fee as described on our Web site for each Megabyte of usage that exceeds the bandwidth limitations set forth above, or (B) terminate or suspend your email services and this Agreement. Additionally, you acknowledge and agree that we may delete any or all messages in your "trash" folder at any time in our sole discretion.
2. Catch-All Mailbox Service. Network Solutions may make available to you the ability to subscribe to our Catch-All Mailbox service. You acknowledge and agree that, in the event you subscribe to the Catch-All Mailbox service, any electronic mail sent to the e-mail box of any user of your Network Solutions e-mail service (e.g., Person@Yourcompany.com) will also be sent to the e-mail box set up for

- the Catch-All Mailbox service. You further acknowledge and agree that in the event your Network Solutions e-mail and domain name services are terminated, any future registrant of your terminated domain name that subscribes to the Catch-All Mailbox service may receive e-mails intended for receipt by you or a former user of your e-mail service, and you agree that Network Solutions shall have no liability to you or any third party with respect thereto. You are solely responsible for providing any and all necessary notifications regarding termination of your Network Solutions e-mail services, and you agree that Network Solutions shall have no liability to you or any third party with respect thereto.
3. SPAM Protection. Network Solutions's e-mail service includes real-time SPAM Protection provided by Brightmail. All e-mail sent to your e-mail address(es) will be scanned by Brightmail Anti-Spam to detect SPAM and to assist in preventing SPAM from reaching your e-mail box(es). All e-mail detected as SPAM will be deleted and will not be delivered to your email inbox. All e-mail box(es) automatically include SPAM Protection and this feature can not be disabled or configured by you. You acknowledge and agree that our SPAM Protection feature is not guaranteed to be one hundred percent (100%) effective or error free and may result in e-mail that is not SPAM being falsely identified as SPAM and deleted by our system, or the delivery of SPAM to your e-mail box(es). You acknowledge and agree that Network Solutions shall have no liability to you or any third party with respect to our SPAM Protection feature, your failure to receive any e-mail as a result thereof, or your receipt of SPAM.
 4. Virus Protection. Network Solutions's e-mail service includes Virus Protection that scans your email, and attachments thereto, to assist in the prevention of the transmission of viruses to your computer system and/or e-mail program. All e-mail sent to your e-mail address(es) will be scanned for viruses. If a virus is detected, the e-mail message and/or attachment, as applicable, will be cleaned if possible and the header of the e-mail will be tagged to inform you that a virus was detected and that the e-mail message and/or attachment has been cleaned and the virus removed. If a virus is detected, and the virus cannot be removed from the e-mail message and/or attachment, the e-mail message and/or attachment will be deleted and the e-mail will be tagged to inform you that portions of the e-mail have been deleted because a virus was detected. All e-mail box(es) automatically include Virus Protection and this feature cannot be disabled or configured by you. You acknowledge and agree that our Virus Protection feature is not guaranteed to be one hundred percent (100%) effective or error free and may delete e-mail messages and/or attachments that you may desire to view, or allow the transmission of viruses to your computer system and/or e-mail program. You acknowledge and agree that Network Solutions shall have no liability to you or any third party with respect to our Virus Protection feature, your failure to receive any e-mail and/or e-mail attachments as a result thereof, or the transmission of viruses to your computer system and/or e-mail program.
 5. Reserved.
 6. Billing for E-mail Service. Billing for annual e-mail services shall be by valid credit card (acceptable to Network Solutions) at the time of purchase. If you elect

- to subscribe to monthly e-mail services, your monthly payments for the same will be automatically charged to the credit card provided by you (and acceptable to Network Solutions) at the time of your purchase (with such payments being charged in advance on a monthly basis) ("Monthly E-mail Service Fee"), and you hereby agree that Network Solutions is authorized to so charge your credit card. Network Solutions, in its sole discretion, shall determine the prices it will charge for the e-mail services, and the terms and conditions applicable to the same, and Network Solutions may, upon providing thirty (30) days' notice to you, amend such pricing and/or terms and conditions. If you do not agree with any such change(s), you may terminate this Agreement or cancel your e-mail service subscription, as applicable, as provided herein, within such thirty (30) day period; otherwise all such changes shall thereafter be effective with respect to your account, and you agree that we are authorized to charge your credit card for any new Monthly E-mail Service fee.
7. Privacy. Network Solutions will not monitor, edit or disclose the contents of your private communications with third parties unless required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the law or comply with legal process served on Network Solutions; (b) protect and defend the rights or property of Network Solutions; or (c) act under exigent circumstances to protect the personal safety of our customers or the public. You acknowledge and agree that Network Solutions neither endorses the contents of any of your communications nor assumes responsibility for such content, including but not limited to any threatening, libelous, obscene, harassing or offensive material contained therein, or any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby. You acknowledge and agree that certain technical processing of e-mail messages and their content may be required to: (a) send and receive messages; (b) conform to connecting networks' technical requirements; (c) conform to the limitations of the e-mail service; or (d) conform to other similar requirements.
 8. Customer Conduct. You agree to be bound by the applicable provisions of the Network Solutions Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Schedule. Network Solutions's outsourcing contractors for the e-mail services, including, but not limited to, Brightmail, Inc. and Mirapoint, Inc., or their successors, shall be intended third party beneficiaries of the e-mail service customer's obligations under this Agreement and thus shall be entitled to enforce those obligations against you as if a party to this Agreement.

SCHEDULE M TO SERVICE AGREEMENT

WEB FORWARDING SERVICE

1. Network Solutions is providing you with the capability to forward users or visitors who type in a specific domain name to another domain name designated by you through the Web Forwarding service. You represent and warrant that you have the necessary rights to use the Web Forwarding service to forward, point, alias or resolve your domain

name registration(s) to the other domain name designated by you in ordering such services. You agree that we, in responding to a third party complaint or for any other reason, have the right, in our sole discretion, to suspend or terminate your Web Forwarding service without notice and with no obligation to refund fees paid if we determine the Web Forwarding service is forwarding users to a Web site or URL that is unsuitable or being used for any unlawful or harmful purpose, as determined in our sole discretion.

2. You acknowledge and understand that the Web Forwarding service includes a Domain Masking feature that will make your site visitors see the domain name associated with the Web Forwarding service in the window of their browser throughout your entire Web site and on all Web sites linked to from your Web site while the window session remains open. You have the ability to turn the Domain Masking feature on or off at any time through Account Manager. The Domain Masking feature may not work with all Web sites depending on how they are configured and their ability to be viewed within a browser frame.
3. You agree to be bound by the applicable provisions of the Network Solutions Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Schedule.

SCHEDULE N TO NETWORK SOLUTIONS SERVICE AGREEMENT

SURELISTSM SERVICE

We may provide you an opportunity through our SureListSM service to have your website included in the search index of one of our third party vendors (for purposes of this paragraph, the "Index Servicer"). At the time of purchase, the URL submitted by you (the "URL") will be provided to the Index Servicer for submission in its search database. The Index Servicer will then periodically search various content of your website and include such content in the search index. The index may be searched by the Index Servicer's search partners. You may submit corrections or changes to the URL during the first thirty (30) days after your purchase of the SureList service, after which time period no further changes to the URL will be permitted. You acknowledge and agree that the Index Servicer is responsible for maintaining the index and keeping it current. We bear no responsibility or liability for the operation, maintenance and functioning of the index or for the service described in this paragraph. You further acknowledge that in order for the Index Servicer to include your website in its search index, your website must be technically compatible with the Index Servicer search tool. At a minimum, in order to be technically compatible: (a) your website address must not contain formatting errors; (b) your website must be operational (i.e., it may not be "under construction" and it may not generate error messages such as "file not found"); (c) your website must contain visible text and be accessible without a password or similar restriction; and (d) your website must permit so-called "spidering" technology. We and/or the Index Servicer, in our sole discretion, may remove a website from the search index for any reason, including, but not limited to, the following: (a) fraudulent or illegal use of the service; (b) the potential infringement of the

rights of a third-party; (c) in response to a court order or other judicial or governmental request or action; and/or (d) the posting of content or the offering of products or E-Commerce Services that may be or are illegal (e.g., if either we or the Index Servicer receives a notice of an act of copyright infringement in compliance with the notice requirements of the Digital Millennium Copyright Act of 1998). You expressly agree (a) that we will not be responsible for the operation, maintenance or functioning of the index and the search service or any delays or failures to perform; and (b) that we do not represent or warrant that your website or address will (i) achieve favorable placement, or any placement, within the search index, or (ii) experience increased visits, or any visits, as a result of placement in the search index.

SCHEDULE O TO SERVICE AGREEMENT

WEB SITES

1. Definitions. For purposes of this Schedule, the following capitalized terms shall have the meanings ascribed to them below:

- (a) "Web Site Template" means any pre-designed, customizable Network Solutions Web site template licensed by Network Solutions to end users.
- (b) "Homepage" means a one-page Web site and one e-mail box. "Starter Site" means a five-page Web Site Template and two e-mail boxes. "Enhanced Site" means unlimited Web Site pages up to a maximum of 1,000 pages and ten e-mail boxes.
- (c) "Subscription Service" means any of the Network Solutions Web Site Template packages that are available for purchase by end users on a monthly or annual basis, for a monthly or annual fee (respectively), that combine a Web Site Template, the Web site Editing Tool, the Web Hosting Service, and/or such other services as may, from time to time, be included in the package by Network Solutions as of the time of your purchase.
- (d) "Web site Editing Tool" means the Network Solutions on-line design and editing tool that allows customers to access their Web Site Templates, add/modify content, upload images and make generic changes to their Web Site Templates.
- (e) "Web Hosting Service" means the Web hosting services provided by Network Solutions or a third party through Network Solutions as part of a monthly or annual Web Site Template Subscription Service or Hosting Services as defined in Schedule T of this Agreement.

2. Payment. In addition to the payment terms in Section 3 of the Agreement, the following provisions shall also apply solely with respect to the Subscription Service:

- (a) Billing for the Subscription Service shall be by valid credit card (acceptable to Network Solutions) at the time of purchase at the fee set forth on our web site. Your monthly and, if you've selected our "auto-renew" feature, annual payments for the

Subscription Service shall be automatically charged to the credit card provided by you (and acceptable to Network Solutions) at the time of your purchase (with such payments being charged in advance on a monthly or annual basis, as applicable) each month or annually, as applicable ("Subscription Service Fee"), and you hereby agree that Network Solutions is authorized to so charge your credit card. Network Solutions, in its sole discretion, shall determine the prices it will charge for the Subscription Service, and the terms and conditions applicable to the same, and Network Solutions may, upon providing thirty (30) days notice to you by email, amend such pricing and/or terms and conditions. If you do not agree to the change(s), you may terminate this Agreement (or cancel your Subscription Service, as applicable) as provided herein within such thirty (30) day period; otherwise all such changes shall thereafter be effective with respect to your account, and you agree that we are authorized to charge your credit card for any new Subscription Service Fee, on the next monthly or annual (as applicable) payment cycle.

3. File Size, Storage and Bandwidth Limitations. The following file size and bandwidth limitations apply to all Web Site Templates offered by Network Solutions:

(a) **File Size and Storage.** You can upload a maximum of 2GB of files to your Web Site Template scrapbook, provided that all files must comply with the following size limitations: All Image, Text and Document files have a 5 Megabyte limit (includes .gif, jpg, jpeg, .txt, .doc, .xls, .wri, .ppt, .dxf, .pdf and .psd files); and all Media, Flash, and Compressed files have a 15 Megabyte limit (includes .mpg, .mp2, .mp3, .wav, .mid, .mov, .ASF, .WMA, .WMV, .avi, .mpeg, .rm, .ra, .swf, .zip and .sit files). Each Web Site Template has a total published storage limit ("Published Storage Limit") as follows: (i) Homepage 1 page Web Site Template = 500 Megabytes; (ii) Starter 5-page Web Site Template Package = 1 Gigabyte; and (iii) Enhanced 1,000-page Web Site Template Package = 4 Gigabytes. You may not publish content that exceeds the Published Storage Limit for the Web Site you have selected.

(b) **Bandwidth.** You and your Web Site visitors can view and download the following amounts of content on your Web Site per month: (i) Homepage 1 page Web Site Template = 1 Gigabyte per month ; (ii) Starter Package 5-page Web Site Template = 2 Gigabytes per month; and (iii) Enhanced 1,000-page Web Site Template = 100Gigabytes per month. Network Solutions reserves the right, in its sole discretion, to either (A) charge, and you agree to pay, an additional fee as determined by Network Solutions in its sole discretion, which fee shall not exceed US \$0.50 per Megabyte, for each Megabyte of usage that exceeds the bandwidth limitations set forth above, or (B) terminate or suspend your Web Site Template and this Agreement if you exceed the bandwidth limitations set forth above.

4. Conduct. You agree to be bound by the applicable provisions of the Network Solutions Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Schedule.

5. MapQuest Service. Any use of the MapQuest service that is a part of the Web Hosting Service, Subscription Service or Web Site Template or any other Network Solutions

service is at your own risk. Network Solutions is in no way responsible or liable for any and all claims or damages that arise as a result of your use or a third party's use of the MapQuest service. Network Solutions is not liable for any property damage or personal injury as a result of your use or a third party's use of the MapQuest service. You further agree that you will include the following statement on your Web Site: "Maps/Directions are informational only. User assumes all risk of use. MapQuest, Network Solutions, and their suppliers make no representations about content, road conditions, route usability, or speed." You expressly agree that you will not modify the MapQuest service in any way nor will you use the MapQuest service in any way that may infringe the rights of Network Solutions, MapQuest or any third parties. Network Solutions reserves the right to terminate, delete, remove or modify the MapQuest service at any time without warning or notification to you.

6. Use of Images. Your use of any content, images or pictures that are made available by Network Solutions as a part of the Web Hosting Service, Subscription Service or Web Site Template or any other Network Solutions service is governed by the terms of this agreement. You agree that certain content, images or pictures that you use as a part of the Web Hosting Service, Subscription Service or Web Site Template services are governed by the JupiterImages End User License Agreement ("JIEULA") which is located at www.imageseula.com. You are obligated to abide by the terms of this agreement and the JIEULA in your use of any content, images or pictures that are provided by Network Solutions to you. You agree that you will not modify, alter, change, reproduce, reengineer, recreate, deface, sell, distribute, lease, license, sublicense or rent any content, image or picture that is made available to you by Network Solutions or that is part of a Web Hosting Service, Subscription Service or Web Site Template. You expressly agree that you will not use any content, images or pictures in any way that may infringe the rights of Network Solutions or any third parties. Network Solutions and its partners retain all rights, title and ownership to the content, images and pictures that are made available to you. Your agree that your use of the content, images or pictures made available by Network Solutions do not give you any rights in such content, images or pictures.

7. Cancellation. You may cancel your Subscription Service at any time. To cancel your Subscription Service you must submit your written notice of cancellation to Network Solutions (as provided herein) and include the following information: (i) Your Network Solutions customer identification number and username; (ii) the registered Domain Name associated with your Web Site Template; and (iii) your reason for requesting cancellation. Unless otherwise agreed to in writing (in either paper or electronic form), your Subscription Service will be canceled as of the expiration of the monthly billing cycle in which your notice was received.

8. Term and Termination.

(a) Term. Your Subscription Service shall be either (i) on a month-to-month basis for successive monthly periods, (ii) if you have selected our auto-renew feature, on a year-to-year basis for successive yearly periods, or (iii) if you have not selected our auto-renew feature, for a one-time annual period, all unless either party notifies the other of

termination or cancellation in accordance with this Agreement, and subject to the then-current terms and conditions of this Agreement at the time of any renewal of your Subscription Service.

(b) Notice of Service Cancellation by You. Unless terminated earlier as provided herein, this Schedule, and the Agreement if you have no other services with Network Solutions, will be terminated as of the cancellation of your Subscription Service.

(c) Survival. In the event of expiration or termination of this Schedule or the Agreement for any reason, Sections 1 and 8 of this Schedule shall survive.

SCHEDULE P TO SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO SUPERSTATS, COUNTER, BOARDSERVER, EZ POLLS AND GUESTBOOK SERVICES -- PURCHASED DIRECTLY FROM NETWORK SOLUTIONS OR PROVIDED FREE WITH A WEB SITE

In addition to the terms and conditions set forth on Schedule O, the following terms and conditions shall apply to all SuperStats, Counter, Boardserver, EZ Polls and Guestbook services purchased directly from Network Solutions or included free with a Web site purchased directly from Network Solutions. For purchases of any of these services through the MyComputer website storefront (currently located at the URL www.mycomputer.com), please see Schedule Q to the Agreement. All capitalized terms used herein, and not otherwise defined, shall have the meanings set forth on Schedule O.

1. Any services referenced herein that are purchased in connection with a Subscription Service shall be included in the definition of Subscription Service for purposes of the terms and conditions set forth in Schedule O.
2. Use of Information. You acknowledge and agree that we may (but are not obligated to) collect, store, use and/or publish information regarding, and data related to, your Web site, including, but not limited to, your domain name, URL and traffic counts. Possible uses of such information include, but are not limited to, marketing, the development and distribution of lists concerning traffic patterns of (or visits to) Web sites and Network Solutions member Web sites and for other general commercial purposes. Use of any personally identifiable information will be in accordance with Network Solutions' Privacy Policy.
3. Page View Limits. The SuperStats and Counter services are limited to One Hundred Thousand (100,000) page views per account per month. All Web site accounts exceeding such limit are subject to cancellation without notice.
4. Cancellation of Your Web site. Any termination of your Web site Subscription Service will result in the termination of your SuperStats, Counter, Boardserver, EZ Polls and/or Guestbook services, if applicable, and this Schedule, at the expiration of the monthly

billing cycle in which your cancellation notice was received and processed by Network Solutions.

SCHEDULE Q TO SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO SUPERSTATS, COUNTER, BOARDSERVER, EZ POLLS AND GUESTBOOK SERVICES – PURCHASED DIRECTLY FROM NETWORK SOLUTIONS OR PROVIDED FREE WITH A WEB SITE

The following additional terms and conditions shall apply to the SuperStats, WatchDog, Counter, SubmitWizard, SiteMiner, Boardserver, EZpolls and GuestBook services purchased from the MyComputer Storefront. For purchases of any of these services directly through Network Solutions, please see Schedule P to this Agreement.

1. Definitions. "MyComputer Storefront" as used herein shall mean the website owned or operated by MyComputer.com, Inc. at the URL www.mycomputer.com, or its successor URL, through which an Internet user is able to apply for the services referenced in this Schedule.
2. Use of Information. You acknowledge and agree that we may (but are not obligated to) collect, store, use and/or publish information regarding, and data related to, your Web site, including, but not limited to, your domain name, URL and traffic counts. Possible uses of such information include, but are not limited to, marketing, the development and distribution of lists concerning traffic patterns of (or visits to) Web sites and Network Solutions member web sites and for other general commercial purposes. Use of any personally identifiable information will be in accordance with Network Solutions' Privacy Policy.
3. Page View Limits. The SuperStats and Counter services are limited to One Hundred Thousand (100,000) page views per account per month. All accounts exceeding such limit will be charged an overage charge as set forth on the MyComputer Storefront.
4. Registration and Billing.
 - (a) To receive the SuperStats, WatchDog, Counter, SubmitWizard, SiteMiner, Boardserver, EZpolls and/or GuestBook services you must submit and maintain on file with MyComputer.com certain registration data as requested by the MyComputer, Inc. online registration form for such services. Such registration data shall include, but not be limited to, your name, address, email address, website URLs, credit card number and other billing information. You must submit a separate online activation request for each service you are subscribing to. Network Solutions reserves the right, in its sole discretion, to refuse any registration or Service activation request for any reason or no reason. You represent that the registration information you supply to Network Solutions is true, complete and accurate. By submitting any information, you authorize Network Solutions